

Maintenance Contract

This contract, hereinafter designated as 'Maintenance Contract' made on the ____ day of _____, ____, is by and between _____, hereinafter designated as 'Contractor', and _____, hereinafter designated as 'Business Owner'.

1. Location of Premises. Maintenance work is to be completed at the following

businesses held by _____

- a. Business w/ address
- b. Business w/ address
- c. Business w/ address

2. Term

- a. The term of this contract shall commence on ____ day of _____, ____, and terminate on ____ day of _____, ____, unless terminated earlier in accordance with the provisions of the contract.

3. Liability

- a. Contractor is not liable for any incidental or consequential damages arising from the execution of work or services.

4. Permits and Approvals

- a. Business Owner is responsible for obtaining any necessary permits or approvals required for projects unless otherwise agreed upon.

5. Services

- a. Contractor agrees to complete the the following services in accordance with the provisions of the contract
 - i. General cleaning and minor maintenance/repair of appliances
 - ii. Minor maintenance and repair of furniture and fixtures
 - iii. Coordination of third party contractors & companies to complete maintenance tasks
 - iv. Contractor and Business Owner may agree to additional services not listed above during the term of this Contract. Such future services must be negotiated and agreed upon by both parties.

6. Refusal of Specific Work

- a. Contractor may refuse to perform tasks requested by Business Owner at any time that:
 - i. Fall outside of the Contractor's expertise or comfort level
 - ii. Involves hazardous materials or conditions that the Contractor deems unsafe
 - iii. Requires specialized equipment or permits that the contractor does not possess or is comfortable with operating
 - iv. Is illegal or unethical

7. Limitations of Responsibilities

- a. Contractor will not complete work that requires a licensed professional to complete. This includes electrical, structural, and other repair or construction work

8. Good Faith

- a. The Client and the Contractor agree to act in good faith in the performance and enforcement of this Contract. Both parties commit to fair dealing, open communication, and cooperation to achieve the satisfactory completion of the Services outlined in this Contract.

9. Materials and Expenses

- a. Business Owner will provide methods of payment for materials necessary for completion of work.
- b. The Business Owner will reimburse the Contractor for the cost of any materials and supplies necessary to perform Services, provided that such expenses are approved by the Business Owner.
- c. Contractor shall keep accurate records of expenses and provide receipts upon request.

10. Access to Premises

- a. Business Owner shall provide the Contractor with reasonable access to the premises and any necessary facilities required to perform Services. Contractor agrees to respect and maintain the security of the Premises. Services may be completed outside of business hours to reduce impact to business operations.

11. Payment

- a. Rate
 - i. Business owner agrees to pay the Contractor a rate of \$30/hour

b. Time Tracking

- i. Contractor shall track hours accurately and report to the Business Owner weekly of hours worked.

12. Termination

- a. Maintenance Contract may be terminated by either Contractor or Business Owner upon 14 days (2 weeks) written notice.

13. Dispute Resolution

- a. If a dispute arises between the parties relation to this Agreement, the parties agree to submit the dispute to mediation. The pirates will jointly appoint a mediator and will share equally the costs of mediation. If a mediator cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.